

ADDENDUM TO MILLENNIUM BULK TERMINALS - LONGVIEW
NEPA/SEPA ENVIRONMENTAL IMPACT STATEMENT DEVELOPMENT
REQUEST FOR PROPOSALS

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The following information is being provided by the Co-Lead Agencies in response to written questions and to verbal questions during a Pre-Proposal Meeting held on December 18, 2012 on the for the Millennium Bulk Terminals - Longview NEPA/ SEPA Environmental Impact Statement (EIS) Development Request for Proposals (RFP) issued November 21, 2012.

At the Pre-Proposal Meeting, the Co-lead Agencies reiterated the information in RFP section 4.4 Schedule and Execution and RFP section 6.2 Proposal Evaluation and Selection Process. Co-Leads emphasized the need for consultants to follow the RFP directions for content and format.

INFORMATION ON PROPOSED INTERVIEW DATES

For planning purposes, consultant interviews are planned for February 27 – March 1, 2013.

I acknowledge reading this Addendum to the Millennium Bulk Terminals - Longview NEPA/ SEPA Environmental Impact Statement Development Request for Proposals.

Signature of Consultant

Date

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RESPONSES TO QUESTIONS FOR SPECIFIC SECTIONS

Section 4.2

- 1) What issues and impacts will be included in the EIS?
 - The scope of the EIS will be determined during the scoping process. The Co-Lead Agencies will determine the specifics of what will be included in the EIS.
- 2) What studies will be available or have been done for the issues listed in Section 4.2 (4)?
 - The Co-lead Agencies will provide studies they have conducted or have utilized. Studies prepared for the cleanup of the proposal site and for purposes of wetland delineation will be made available. Studies prepared by the applicant will be made available. The consultant is expected to identify and utilize other existing studies as appropriate and conduct a gap analysis of studies based on the scope of the EIS. Additional research may be required by the Co-lead Agencies to supplement information contained in existing studies and/or to assess impacts. The consultant is expected to be able to adequately evaluate all of the issues listed in Section 4.2 (4).
- 3) Please clarify the status of the studies listed under item 6 on page 5 of the RFP and how that might affect the schedule for the EIS. Will these studies be available in time for work to begin on the EIS in the first half of 2013? Will the EIS contractor be able to review these studies to make sure they include all information needed for the EIS for each resource studied?
 - See answer to Question 2.
- 4) What was the focus of the hydrology reports cited? Surface water? Ground water? Columbia River?
 - The scope of the EIS has not been determined. Hydrology reports will include existing reports available from the Co-Lead Agencies on water resources that could be potentially impacted by the project.
- 5) Do the lead agencies intend for a separate economic analysis to be done in the EIS, or will the normal social impacts of public services, utilities, land use, recreation, population, housing, and environmental justice suffice? An economic analysis would include revenues and expenditures, wages, income, property and B&O taxes, city/county/state allocations, sales and use tax, port fees, and other economic variables not generally discussed in an EIS.
 - The scope of the EIS has not been determined, including the scope of any economic analysis to be included in the EIS.

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Section 6.3

- 6) Section 6.3 includes a section titled “Terms and Conditions”, however Attachment B simply directs us to provide the State of Washington License and Proof of Insurance as components and doesn’t reference them as being a part of Terms and Conditions. How shall we organize/tab the document?
- Include the State of Washington License and Proof of Insurance in the section “Terms and Conditions.”

Section 6.5

- 7) Does the requirement mean that we need a five project list for every subconsultant on our team? Or that we simply must provide it for PM and key personnel, including key personnel who work for our subconsultants?
- At least five relevant projects must be listed for the Project Manager and the key personnel. At least five relevant projects must be listed for each subcontractor, either by company or by person, depending on how each applicant proposes to organize its project team.
- 8) If projects must be included for all subconsultants, how can the 50% requirement be met for small firms, performing small scopes of work on large projects (i.e. noise/vibration studies on a multi-million dollar, multi-discipline project)?
- For subcontractors performing work on only a portion of a larger project, identify the applicable portion of the project that they were responsible for and the lead for the project overall. Subcontractors must have performed at least 50% of the work on the portion of the project listed.
- 9) Also regarding item 5 on page 13, would the 50% restriction apply to subcontracted work as a percentage of a total project? If so, then most subcontracted work would not meet this requirement. Can subcontracted work be cited separately from an entire project?
- See answer to Question 9.
- 10) Regarding Section 6.5 on page 11 of the RFP, the first two items under this section are identical except the first item includes “in the state of Washington”, while the second item does not. Should this be taken to mean that experience in Washington State is more relevant than out-of-state experience, or is NEPA and/or SEPA experience for industrial or port facilities in Washington State required in order to be qualified for this project (literal interpretation of item 1)?
- Both of these items will be given greater weight. The intent is to ensure that the consultant chosen has experience in SEPA and/or NEPA EIS documents

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for similar types of facilities and that SEPA/NEPA experience in Washington is specifically identified.

11) Regarding item 5 on page 13, should the proposal include individuals' project experience within the resumes, which is a common practice? Should the proposal also include relevant project experience for each firm? Obviously the more overlap there is between the firms' relevant experience and the individuals' experience, the better. In this case, what page limits would apply?

- Section 6.5 B(4) requires each resume for key personnel include the summary of expertise/experience with respect to the qualification requirements in the RFP and experience with preparation of EISs. Each resume shall not exceed three pages. Section 6.5 B(2) requires a summary of each company's business operations and capabilities. This may include the company's relevant experience and shall not exceed three pages.

Section 6.6

12) What is the timeline for the EIS?

- Section 6.6 identifies the EIS Development Schedule. A large project is typically a multi-year project. No definitive dates have been determined for the EIS development schedule.

13) Will the preliminary DEIS be reviewed by other agencies?

- The preliminary DEIS will be reviewed by the Co-Lead Agencies. Other agencies or technical experts may be asked by the Co-Lead Agencies to conduct reviews.

14) Will MBTL be responsible for approval of the preliminary DEIS review?

- The Co-Lead Agencies are responsible for reviewing and approving the preliminary review. The Co-Lead Agencies are responsible for any and all approvals during the EIS process. MBTL does not have a role in approving the preliminary or final review.

Section 6.7

15) Section 6.7, Rate Schedule of the Consultant's Fees, on page 15 states "More detailed task specific cost estimates will be reviewed at the time of contracting for services." Can you confirm that the response to the RFP should only include a list of hourly labor rates and other fees, and that the contract estimate will be prepared at such time that a Consultant is selected for award?

- The response to the RFP should only include a list of hourly labor rates and other fees. Detailed task specific cost estimates will be prepared once a consultant is selected.

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16) Since this contract is on a rate schedule, how will the contract be built on that framework?

- The contract is expected to be a time and materials contract with a not to exceed line, but the amount is unknown until the scoping is completed. Only rate schedules are requested at this time.

Section 7.3

17) No sample contract or other means of identifying your insurance requirements were provided in the RFP. Is proof of insurance required as a part of our submitted proposal? If so, will you please provide the sample contract/insurance certificate (Section 7.3)

- The Terms and Conditions section is to inform consultants of special conditions that will be incorporated into the contract between the County and the selected Consultant. Insurance coverage requirements are described in the new Attachment D.

Section 7.4

18) How will MBTL be involved with the consultant?

- The Co-lead Agencies will provide instructions and guidance to the consultant's Project Team relative to: the preparation of the EIS; compliance with Co-lead policies and procedures; impact assessments; data interpretation; and conclusions. These are the exclusive responsibility of the Co-leads and the Project Team. The Project Team may neither take nor request direction or guidance from MBTL, including company representatives, consultants, agents, and attorneys, on any aspect of the EIS preparation.

Section 7.6

19) Section 7.6, Conflict of Interest, on page 18 states "If no current or expected future relationships during the expected term of this contract are expected, an affirmative statement from each individual employed by either the Consultant or any subcontractors working in response to this RFP stating such shall be included." Can you confirm whether this requirement for statements is limited to individuals that would be working on the resultant contract, or if it applies to the entire employee population. If it is the latter, it would not be feasible to obtain a statement from "each individual employed" as we are a large business with thousands of employees worldwide. In accordance with our Conflict of Interest (COI) policies and procedures, we utilize a company-wide Organizational Conflict of Interest (OCI) management system to route opportunities in order to identify potential COI's, and to manage and mitigate potential COI's. Based on

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the results of this process, we would be able to submit the statement on behalf of the Company. Can you confirm that this is acceptable?

- The affirmative statement is required for each person working under the contract as well as for each company as a separate entity according to your company's policies. The intent of this requirement is to ensure the consultant project team is an independent third party during preparation of an EIS. Consultants should determine if there is a conflict of interest or not and provide this information to the Co-Lead Agencies.

QUESTIONS ON GENERAL TOPICS

20) Which mines would the coal come from? Would the mining rate be affected by implementation of the Longview project? If so, does the EIS need to address the impacts of this effect?

- Scoping for the proposal has not been conducted yet. The Co-Lead Agencies will direct the consultant to help develop any required analyses. The final decision as to the scope of the EIS will be made by the Co-Lead Agencies after the public has had an opportunity to participate in the scoping process.

21) Will the EIS be addressing impacts at the mine site?

- Scoping for the proposal has not been conducted yet. The Co-Lead Agencies will direct the consultant to help develop any required analyses. The final decision as to the scope of the EIS will be made by the Co-Lead Agencies after the public has had an opportunity to participate in the scoping process.

22) Please identify the rail lines that would be used to transport the coal from the mines to Longview. Will the EIS need to address the environmental impacts of project-generated traffic along the entirety of these lines? Does the EIS need to address the capacity of these lines to accommodate rail traffic generated by this project, and/or the impact of project-generated traffic on rail line capacity?

- Scoping for the proposal has not been conducted yet. The Co-Lead Agencies will direct the consultant to help develop any required analyses. The final decision as to the scope of the EIS will be made by the Co-Lead Agencies after the public has had an opportunity to participate in the scoping process.

23) Regarding alternatives to be addressed in the 404(b)(1) analysis, will those be limited to on-site alternatives, or should they include other potential transfer sites and facilities? What about other transport methods (e.g. barges)?

- Scoping for the proposal has not been conducted yet. The Co-Lead Agencies will direct the consultant to help develop alternatives and conduct an

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alternatives analysis. The final decision for the alternatives will be made by the Co-Lead Agencies.

24) How big will the scoping process be?

- Co-Lead Agencies are discussing the issue. It has been determined that one scoping meeting will be in Cowlitz County and at least one more will be identified. Specific locations or dates will be determined by the Co-Leads. Significant public involvement is expected during the scoping process.

25) Have you determined the extent of cumulative impacts for the EIS?

- No. Scoping for the proposal has not been conducted yet. The Co-Lead Agencies will direct the consultant to help develop any required analyses. The final decision as to the scope of the EIS will be made by the Co-Lead Agencies after the public has had an opportunity to participate in the scoping process.

26) Will a schedule for construction be a driver?

- No. The EIS development and permitting process will be completed prior to any construction beginning.

CHANGES TO THE RFP

1) Attachment C: Qualifications Review Checklist

A new attachment, Attachment C: Qualifications Review Checklist, has been added to the RFP.

2) Section 6.2 under Proposal Evaluation Criteria, has been changed and the following language in bold is added:

“The completeness checklist (Attachment B) **and qualifications checklist (Attachment C)** will be used to evaluate compliance.”

3) Attachment D: Insurance Coverage Requirements

A new attachment, Attachment D: Insurance Coverage Requirements has been added to the RFP.

4) The following sentence is added to the end of Section 7.3 Insurance.

“Insurance coverage requirements are described in Attachment D.”

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SITE VISITS

Millennium Bulk Terminals-Longview is an operating port facility. Prospective consultants have inquired about a potential for a tour of the site. A site tour for all interested consultants is scheduled for January 10, 2013 beginning at 2pm and ending by 4pm. If you would like to join the site tour, please contact Gena Ramey at (360) 636-8217 to provide the names and contact information of the individuals that will be participating in the tour.

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Attachment C

QUALIFICATIONS REVIEW OF SUBMITTED PROPOSAL

CONSULTANT: _____

REVIEWER: _____

DATE: _____

RATING: (5) very strong (4) strong (3) moderate (2) weak (1) very weak (0) none

CRITERIA	RFP SECTION	RATING	COMMENTS
PROPOSAL PRESENTATION			
1. Clarity/ conciseness	6.2	5 4 3 2 1 0	
2. Editorial precision	6.2	5 4 3 2 1 0	
3. Graphics/ layout	6.2	5 4 3 2 1 0	
PROJECT TEAM QUALIFICATIONS			
4. NEPA and/or SEPA EIS experience in WA*	6.5 (A)(1)	5 4 3 2 1 0	Port or industrial facilities
5. Joint NEPA and/or SEPA EIS experience*	6.5 (A)(2)	5 4 3 2 1 0	Port or industrial facilities
6. Technical writing skills	6.5 (A)(3)	5 4 3 2 1 0	
7. Environmental issues related to construction and operation of port facilities	6.5 (A)(4)	5 4 3 2 1 0	Bulk ops, near-shore, rail ops
8. Organizational chart	6.5 (B)(1)	5 4 3 2 1 0	
9. Business operations and capabilities	6.5 (B)(2)	5 4 3 2 1 0	
10. Personnel table	6.5 (B)(3)	5 4 3 2 1 0	
11. Resumes of key personnel	6.5 (B)(4)	5 4 3 2 1 0	
12. Relevant project experience	6.5 (B)(5)	5 4 3 2 1 0	At least 5 projects
13. Project schedule management	6.6		
14. Budget management	6.6	5 4 3 2 1 0	
15. Quality assurance/ Quality control	6.6	5 4 3 2 1 0	
16. Record keeping management	6.6	5 4 3 2 1 0	
TECHNICAL SUPPORT			
17. Website management	4.3 (1)	5 4 3 2 1 0	
18. Logistics capability	4.3 (2)	5 4 3 2 1 0	
19. Documentation management	4.3 (4)	5 4 3 2 1 0	
20. Public meeting support capability	4.3 (5)	5 4 3 2 1 0	
21. Public participation plan	4.3 (6)	5 4 3 2 1 0	
RESOURCE AREAS AND STAFF EXPERIENCE			
22. Wetlands and fill mitigation	6.5 (A)(5)	5 4 3 2 1 0	
23. Surface and subsurface hydrology	6.5 (A)(5)	5 4 3 2 1 0	
24. Construction and post- construction stormwater treatment	6.5 (A)(5)	5 4 3 2 1 0	
25. Construction and post- construction noise analysis	6.5 (A)(5)	5 4 3 2 1 0	
26. Environmental health hazards	6.5 (A)(5)	5 4 3 2 1 0	

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CRITERIA	RFP SECTION	RATING	COMMENTS
27. Near-shore benthic biota	6.5 (A)(5)	5 4 3 2 1 0	
28. Terrestrial ecology	6.5 (A)(5)	5 4 3 2 1 0	
29. Aquatic habitat and species	6.5 (A)(5)	5 4 3 2 1 0	
30. Threatened and endangered species/ ESA Section 7	6.5 (A)(5)	5 4 3 2 1 0	
31. Tribal rights and interests	6.5 (A)(5)	5 4 3 2 1 0	
32. Socioeconomic analysis	6.5 (A)(5)	5 4 3 2 1 0	
33. Environmental justice	6.5 (A)(5)	5 4 3 2 1 0	
34. Cultural, historical, and archeological resources/ NHPA Section 106	6.5 (A)(5)	5 4 3 2 1 0	
35. Rail transportation – traffic impacts	6.5 (A)(5)	5 4 3 2 1 0	
36. Rail transportation – coal dust emissions	6.5 (A)(5)	5 4 3 2 1 0	
37. Rail transportation – engine emissions	6.5 (A)(5)	5 4 3 2 1 0	
38. Vehicle transportation – traffic impacts	6.5 (A)(5)	5 4 3 2 1 0	
39. Vehicle transportation - emissions	6.5 (A)(5)	5 4 3 2 1 0	
40. Vessel transportation – traffic impacts	6.5 (A)(5)	5 4 3 2 1 0	
41. Vessel transportation – emissions	6.5 (A)(5)	5 4 3 2 1 0	
42. Air emissions	6.5 (A)(5)	5 4 3 2 1 0	
43. Air quality modeling and mitigation for diesel particulate, greenhouse gases, coal dust emissions	6.5 (A)(5)	5 4 3 2 1 0	

**Items that will receive greater weight*

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Attachment D

INSURANCE COVERAGE REQUIREMENTS

1. INSURANCE

a) The Contractor shall obtain insurance coverage of the kinds and in the minimum amounts specified. The Contractor shall maintain such insurance throughout the term of the contract. All insurance shall be issued by one or more insurers authorized to transact insurance in the State of Washington. The insurer(s) and the policies are subject to the approval of Cowlitz County. If during the term of the contract the County determines that the insurer or the coverage is inadequate, the Contractor shall immediately and at its expense obtain replacement and/or additional coverage, as specified by the County.

b) At or before the time the Contractor delivers the signed Agreement to Cowlitz County, it shall provide the County with a certificate of insurance establishing compliance with the requirements of this paragraph. The Contractor shall at the same time provide an endorsement in the form provided in this Agreement. The endorsement must be signed by an authorized representative of the insurer(s). Any language in the certificate of insurance that conflicts with the provisions of the endorsement must be deleted. **The Contractor's insurance shall be primary.** Upon request, the Contractor shall promptly furnish the County with the original or a copy of any insurance policy covered by the certificate.

c) Notwithstanding any other provision of the contract documents, any failure by the Contractor to comply with any provision of this paragraph shall constitute a material breach of contract, entitling the County to immediately suspend or terminate the contract, without any liability to the Contractor.

d) Maintaining coverage in the minimum amounts required shall not relieve the Contractor from liability in excess of such coverage. If it appears to the County that judgments, claims, or potential claims against the Contractor may exceed the amount of available insurance, the County may withhold from payments due the Contractor such amounts as the County deems necessary to protect itself from liability.

2. INDUSTRIAL INSURANCE WAIVER

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided in this agreement extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

3. INDEMNIFICATION

For the purposes of this paragraph the term "County" means Cowlitz County and its officials, employees, and agents; the term "claim" includes all claims, damages, costs, attorney's fees,

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and liabilities of all kinds, including death, bodily injury, and property damage. The contractor will defend, indemnify, and hold the County harmless from all claims arising from or relating in any way to acts or omissions hereunder of the contractor or its officers, employees, or agents. This duty extends to claims asserted by any officer, employee, or agent of the contractor, and with respect to such claims the contractor waives its immunity under the industrial insurance laws, including RCW 51. **Provided**, that the contractor will have no duty of indemnification with respect to claims arising from the sole negligence of the County or its officials, employees, or agents. The contractor will require each subcontractor to agree in writing to defend, indemnify, and hold the County harmless against all claims arising from the subcontractor's acts and omissions, under the same terms and conditions set forth in this paragraph.

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✓ INDICATES THAT TYPE OF INSURANCE IS REQUIRED

<u>TYPE OF INSURANCE</u>		<u>LIMITS OF LIABILITY</u>
		Each Occurrence
GENERAL LIABILITY		
✓ Comprehensive Form	Bodily Injury	\$1,000,000
✓ Premises - Operations	Property Damage	\$1,000,000
Explosion & Collapse Hazard		
Underground Hazard		
✓ Products/Completed Operations Hazard		
✓ Contractual Insurance	Bodily Injury and Property Damage Combined Single Limit	\$1,000,000
✓ Broad Form Property Damage, Incl. Care, Custody Control		
✓ Independent Contractors		
✓ Personal Injury	Personal Injury	\$1,000,000
AUTOMOBILE LIABILITY		
✓ Comprehensive Form	Bodily Injury (Each Person)	\$1,000,000
✓ Owned	Bodily Injury (Each Accident)	\$1,000,000
✓ Hired	Property Damage OR	\$1,000,000
✓ Non-Owned	Bodily Injury & Property Damage Combined Single Limit	\$1,000,000
EXCESS LIABILITY (Over and above automobile and general liability)		
✓ Umbrella Form	Bodily Injury/Property Damage Combined	\$1,000,000 OR
✓ Excess Liability Gap Layer		\$1,000,000
✓ WORKER'S COMPENSATION and		
		Title 51 Waiver Required
✓ EMPLOYER LIABILITY		\$1,000,000
OTHER		
Errors & Omissions (Professional Liability)		\$1,000,000

Please indicate: Claims-Made Form: _____, Occurrence Form: _____,
Extending Reporting Provisions Avail. _____

The Contractor's insurance company must provide a standard certificate of insurance form showing the above required coverage and modified to conform to the following endorsement. The following endorsement must also be signed by the insurer.

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ENDORSEMENT

The undersigned certifies that the policies listed on the attached Certificate of Insurance are hereby endorsed as follows:

1. Cowlitz County; the Cowlitz County Board of Commissioners; the individual members of the Cowlitz County Board of Commissioners; and all other elected or appointed officials and all agents and employees of Cowlitz County while acting in their capacity as such, shall be named as additional insured, but only as respects the contract between the above insured and Cowlitz County.
2. This policy(ies) shall be considered as primary insurance and exclusive of any insurance carried by Cowlitz County, and the insurance evidenced by this certificate shall be exhausted first, notwithstanding the fact that Cowlitz County may have other valid and collectible insurance covering the same risk.
3. This policy(ies) shall not be canceled or reduced in coverage until after thirty (30) days written notice of such cancellation or reduction in coverage shall have been mailed to certificate holder.

Certified this _____ day of _____, 20__.

 By _____
 Authorized Representative

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CANCELLATION REQUIREMENTS

1. The Certificate of Insurance will be returned if the modifications are not made as shown below.
2. The Contractor's Insurance shall be primary.

CERTIFICATE HOLDER	CANCELLATION
COWLITZ COUNTY DEPARTMENT OF BUILDING AND PLANNING KELSO, WA 98626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE